

SOFTWARE LICENSE

PLEASE READ THIS LICENSE CAREFULLY BEFORE USING THIS SOFTWARE. BY CLICKING THE "ACCEPT" BUTTON OR BY USING THIS SOFTWARE, YOU AGREE TO BECOME BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, CLICK THE "DECLINE" BUTTON, DO NOT USE THIS SOFTWARE, AND PROMPTLY RETURN IT TO THE PLACE WHERE YOU OBTAINED IT FOR A FULL REFUND.

IF YOU LICENSED THIS SOFTWARE UNDER AN EAZYDRAW VOLUME LICENSE AGREEMENT, THEN THE TERMS OF SUCH AGREEMENT WILL SUPERSEDE THESE TERMS, AND THESE TERMS DO NOT CONSTITUTE THE GRANTING OF AN ADDITIONAL LICENSE TO THE SOFTWARE.

The enclosed computer program(s) ("Software") is licensed, not sold, to you by Dekorra Optics, LLC. and/or EazyDraw, LLC. (referred to as "DEKORRA") for use only under the terms of this License, and DEKORRA reserves any rights not expressly granted to you. Dekorra Optics, LLC is a Wisconsin Limited Liability Corporation, located at N5040 Beach Garden Rd, Poynette, WI 53955. You own the media on which the Software is recorded or fixed, but DEKORRA and its licensors retain ownership of the Software itself.

A "Free Reader License" is a limited license to use a copy of the Software in accordance with this license agreement for the purpose of viewing and modifying EazyDraw drawing documents. The Free Reader License does not grant the right to create new EazyDraw graphic or text objects (Content).

A "Full Use License" is a complete license to view as well as create EazyDraw content.

1. License. This License allows you to:

(a) Use one copy of the Software on a single computer at a time. To "use" the Software means that the Software is either loaded in the temporary memory (i.e., RAM) of a computer and/or installed on the permanent memory of a computer (i.e., hard disk, etc.).

(b) Make one copy of the Software in machine readable form solely for backup purposes. Additionally, the primary user of the computer on which the Software is installed may make a second copy for his or her exclusive use on either a home or portable computer. As an express condition of this License, you must reproduce on each copy any copyright notice or other proprietary

notice that is on the original copy supplied by DEKORRA.

(c) Store or install the Software on a storage device (e.g., a network server or terminal server) which is used only to run or install the Software on your other clients or computers over an internal network, however, you must acquire and dedicate a license for each separate client or computer on which the Software is run or installed from the storage device. The Software license may not be shared or used concurrently on different clients or computers.

(d) Notwithstanding any other terms in this License, if the Software is licensed as an upgrade or update, then you may only use the Software to replace previously validly licensed versions of the same software. You agree that the upgrade or update does not constitute the granting of a second license to the Software (i.e., you may not use the upgrade or update in addition to the software it is replacing, nor may you transfer the software which is being replaced to a third party).

(e) There is no Warranty that this software will operate on versions of the Mac OS X system software after 10.3 and 10.4 (known as Panther and Tiger). This software will not work on Mac OS X system versions prior to 10.3. This license does not extend to operation on versions subsequent to 10.4,. This license does extend to all updated versions of 10.4 which are normally defined by the addition of minor version extensions such as 10.4.1, 10.4.2 ect. This license does not permit use of EazyDraw on possible newer versions of the Mac OS X operating system such as 10.5, 10.5.0, 10.5.1 ect.

(f) With a "Full Use License" you may use the Software to view and print drawings with EazyDraw. You may also create, modify, edit, save, and print with the Software. A Full Use License is may only be granted explicitly by DEKORRA with the issuance of a valid Security Code. The Security Code may be used to enable Full Use License capability for only a single copy (as defined by this license) of the Software. The Security Code may not be shared with or communicated to other individuals or corporations.

2. Restrictions.

(a) The Software contains trade secrets and, to protect them, you may not REVERSE ENGINEER, DECOMPILE, DISASSEMBLE OR OTHERWISE REDUCE THE SOFTWARE TO ANY HUMAN PERCEIVABLE FORM EXCEPT AS PERMITTED UNDER APPLICABLE LAW. YOU MAY

NOT MODIFY, ADAPT, TRANSLATE, RENT, LEASE, LOAN OR CREATE DERIVATIVE WORKS BASED UPON THE SOFTWARE OR ANY PART THEREOF.

(b) THE SOFTWARE IS NOT INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, AIR TRAFFIC CONTROL, OR OTHER ENVIRONMENTS IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

(c) YOU MAY NOT TRANSFER OR ASSIGN YOUR RIGHTS UNDER THIS LICENSE TO ANOTHER PARTY WITHOUT DEKORRA'S PRIOR WRITTEN CONSENT.

**(d) Notwithstanding any other terms in this License, you may not use the Software with a client or guest which substantially duplicates the capabilities of EazyDraw or, in the reasonable opinion of DEKORRA, competes with EazyDraw. **

3. Termination. This License is effective until terminated. This License will terminate immediately without notice from DEKORRA or judicial resolution if you fail to comply with any provision of this License. Upon such termination you must destroy the Software, all accompanying written materials and all copies thereof, and Sections 5, 6, and 7 will survive any termination or cancellation of this License.

4. Export Law Assurances. You may not use or otherwise export or reexport the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or reexported (i) into (or to a national or resident of) any U.S. embargoed country or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nations or the U.S. Department of Commerce's Table of Denial Orders. By using the Software you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

5. Limited Warranty. DEKORRA warrants for a period of ninety (90) days from your date of purchase that (i) the media provided by DEKORRA, if any, on which the Software is recorded will be free from defects in materials and workmanship under normal use, and (ii) the Software as provided by DEKORRA will substantially conform to EazyDraw's published specifications for the Software. DEKORRA's entire liability and your sole and exclusive remedy for

any breach of the foregoing limited warranty will be, at DEKORRA's option, replacement of the media, refund of the purchase price or repair or replacement of the Software.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY PROVIDED BY DEKORRA AND DEKORRA AND ITS LICENSERS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, CONDITIONS OR OTHER TERMS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES, CONDITIONS OR OTHER TERMS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SOFTWARE AND ACCOMPANYING WRITTEN MATERIALS. FURTHERMORE, THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE OR AGAINST INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS BY THE SOFTWARE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE TERMS OF THIS DISCLAIMER AND THE LIMITED WARRANTY UNDER THIS SECTION 5 DO NOT AFFECT OR PREJUDICE THE STATUTORY RIGHTS OF A CONSUMER ACQUIRING THE SOFTWARE OTHERWISE THAN IN THE COURSE OF A BUSINESS, NEITHER DO THEY LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY DEKORRA'S NEGLIGENCE.

6. Limitation of Remedies and Damages. In no event will DEKORRA, its parent or subsidiaries or any of the licensors, directors, officers, employees or affiliates of any of the foregoing be liable to you for any consequential, incidental, indirect or special damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information and the like), whether foreseeable or unforeseeable, arising out of the use of or inability to use the Software or accompanying written materials, regardless of the basis of the claim and even if DEKORRA or a DEKORRA representative has been advised of the possibility of such damage. DEKORRA's liability to you for direct damages for any cause whatsoever, and regardless of the form of the action, will be limited to the greater of \$250 (U.S.) or the money paid for the Software that caused the damages. The parties agree that this limitation of remedies and damages provision shall be enforced independently of and survive the failure of essential purpose of any warranty remedy.

THIS LIMITATION WILL NOT APPLY IN CASE OF PERSONAL INJURY CAUSED BY DEKORRA'S NEGLIGENCE ONLY WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR

LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

7. General. This License shall be governed by the laws of the United States and the State of Wisconsin. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980), as amended, is specifically excluded from application to this License. This License constitutes the entire agreement between you and DEKORRA concerning the subject matter, and any proposals for additional or different terms, including but not limited to the terms set forth in any purchase order, are hereby rejected. Any waiver or amendment of any provision of this License shall be effective only if in writing and signed by both you and DEKORRA. If any provision of this License shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this License will remain in full force and effect. If the Software is supplied to the United States Government, the Software is classified as "restricted computer software" as defined in clause 52.227-19 of the FAR. The United States Government's rights to the Software are as provided in clause 52.227-19 of the FAR.